



CONTRACT FOR STORAGE AND DELIVERIES
CARGO LINE INTERNATIONAL PTY LTD

33-35 Enterprise Circuit Prestons New South Wales 2170

▪ Telephone 02 8784 3400 ▪ Facsimile 02 8784 3401

**STORER
DETAILS**

Business Name: ABN:

Ms/Mrs/Mr: First Name: Last:

Ms/Mrs/Mr: First Name: Last:

Business Address:

City: State: Postcode:

Postal Address: State: Postcode:

Phone: Work: Mobile: Email:

STORERS ACCEPTANCE

I/We agree to be bound by the conditions of this Agreement as shown following:

Storer's Signature:

Storer's Signature:

Date of this Agreement: day of 20

ACCEPTED BY OWNER

Signed for and on behalf of Owner:

.....
Date of this Agreement: day of 20

TERMS AND CONDITIONS

Cargo Line International Pty Ltd is hereby known as the Owner, the Facility, the Facility Owner.

1. The Facility agrees to provide the Service of accepting deliveries on behalf of the Storer:

- a) so long as the Storer is paying for a storage Space within the Facility,
- b) on the terms and conditions set out in this Agreement, and
- c) reserves the right to discontinue offering this Service by giving one month's notice.

2. The Facility Owner:

- a) takes possession of and is a bailee of the delivered Goods until the Goods are collected by the Storer,
- b) may refuse deliveries in certain circumstances (**see Deliveries, clause 6**).

3. The Storer:

- a) agrees and consents to the terms and conditions set out in this Agreement, the Fee Schedule and the Privacy Document,
- b) will pay for the Service provided by the Facility, Privacy Document,
- c) will indemnify the Facility for any loss arising from the acceptance of deliveries (**see Risk and Responsibility, clause 7**),
- d) may terminate the Agreement by giving written notice.

4. Cost:

The Storer agrees to pay the Fee as agreed between the Storer and Facility and set out in the attached Fee Schedule, or as notified by the Facility to the Storer in writing from time to time.

5. Deliveries

- a) The Facility will not accept items which are hazardous, dangerous, perishable stolen, inflammable, explosive, illegal or that are a risk to property or person.
- b) Will only accept deliveries during posted hours, which may vary from time to time, and may differ from Facility opening hours.

7. Risk and Responsibility

- a) Goods are accepted for delivery at the sole risk of the Storer who shall be bear the risk of any and all theft, damage to, or deterioration of the Goods, specifically any and all risk of damage caused by flood, fire, leakage or overflow of water, mildew, heat, pest or vermin, spillage of material, or any other reason whatsoever including acts or omissions, negligent, deliberate or otherwise, of the Facility Owner or persons under its control.
- b) The Storer agrees to indemnify and keep indemnifying the Facility Owner from all claims for any loss or damage to the property of, personal injury to, the Facility or third parties resulting from or incidental to the delivery of the Storer's Goods.

8. Limitation of Liability and Indemnity:

- a) The Storer:
 - i. agrees that the terms of this Agreement together with the Fee Schedule and Privacy Document constitute the whole contract for delivery of goods with the Facility Owner and that, in entering this contract, the Storer relies upon no representations other than those contained in this Agreement.
 - ii. acknowledges that it has raised all queries relevant to its decision to enter this Agreement with the Facility Owner and that the Facility Owner has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer. The Storer acknowledges that any matters resulting from such queries have, to the extent required by the Storer and agreed to by the Facility Owner, been reduced to writing and incorporated into the terms of this Agreement.
- b) Any damages, whether for physical or economic loss, which the Facility Owner is liable to pay to the Storer pursuant to this Agreement or performance of this Agreement (including damages for negligence or damages for consequential loss) are limited in all cases other than cases of damages relating to the provision of services of a kind ordinarily acquired for personal, domestic or household consumption to:
 - i. the further supply of service equivalent to that undertaken by the Facility Owner as set out in the terms and conditions of this Agreement; or
 - ii. the payment of the cost for further acceptance of delivery service equivalent to that undertaken by the Facility Owner under the terms and conditions of this Agreement; or
 - iii. the payment of the cost of further acceptance for delivery of goods equivalent to that undertaken by the Facility Owner under the terms and conditions of this Agreement.

c) The Storer specifically acknowledges that it is aware of the limitation of liability set out in **clause 8(b)** above and that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on the Facility Owner's liability is a reasonable one.

9. The Storer's Liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement